of Smithburg, Maryland, a body corporate, and which said sum of money I the said Samuel Musser do hereby agree to pay to the said peoples Banking Company of Smithburg, Maryland, a body corporate, and its assigns, six months after the date hereof, with interest from date at the rate of five per cent per annum, and whereas I the said-Samuel Musser am desirous to secure the payment of said sum of money as aforesaid together, with the interest thereon, this mortgage is executed.

Now therefore, in consideration of the premises and the further sum of Five Dollars, the receipt whereof is hereby acknowledged, I the said Samuel Musser do hereby grant and convey unto The Pecples Banking Company, of Smithburg, Maryland, a body corporate and its assigns in fee simple, all those tracts or parcels of land, situate, lying andbeing in Hauvers District, in Frederick county, Maryland, containing in the aggregate One Hundred and eight and one-half (108-½) acres of land, more or less, it being the same real estate that was conveyed to the Blue Ridge Real estate and Development Company by Howard J. Wolfe and wife by deed dated the 9th day of November, A. D. 1906, and recorded in liber S. T. H. No. 276 folio 508&c., one of the land records for Frederick County Maryland; it also being the same real estate that has been conveyed to me, the same Samuel Musser, by Milton G. Urner, Jr., Assignee of Mortgage, by deed bearing even date with these presents and intended to be recorded just prior to this mortgage.

Together with the rights, privileges, roads, ways, waters, and appurtenances thereto belonging or in anywise appertaining.

Provided, however, that if the said Samuel W. Musser, his heirs and assigns, shall pay the said sum of Three Thousand (\$3,000.00) Dollars, together with the interest due thereon, six months after date hereof, unto The Peoples Banking Company of Smithburg, Maryland, a body corporate, or its assigns, then this mortgage shall be void.

And it is further provided that if default be made in the payment of of the said sum of Three Thousand (\$3,000.00) Dollars, six months after the date hereof, and the interest due thereon as aforesaid, then it shall be lawful for Elias B. Hartle and Joseph W. Wolfinger, or either of them as attorneys for The Peoples Banking Company of Smithburg, Maryland, a body corporate, or the assignee of the said mortgagee herein named, to sell the lands and premises hereby mortgaged together with all annual crops then pitojed or in cultivation thereon at public_sale, for cash, at the Court House door in Frederick City, Maryland, after having given at least three weeks previous notice in each of three successive weeks, of the time, place, manner and terms of sale by advestisement in one or more newspapers published in Frederick County, and apply the proceeds of sale in the fifst place to the payment of the expenses attending such sale, including usual commissions as allowed in chancery and reasonable counsel fees, then to the payment of the mortgage debt hereunder and interest due thereon and the balance shall be paid to the said Samuel Musser, his heirs and assigns. And for the consideration aforesaid the said Samuel Vusser agrees that he will insure, and keep insured, during the existence of this mortgage, the buildings on the premises hereby mortgaged to the extent of at least \$800.00 and cause the policy to be so endorsed, that in the event of fire, the loss to be made payable to the within named mortgagee and its assigns, to the extent of the mortgage debt hereunder. and it is further covenanted and agreed, that in the event of a default being made under the provisions of thismortgage, and foreclosure proceedings, are instituted under the power hereby conferred, by the filing of bond and advertisement, that in the event of the liquidation of the debt before sale is made, then all proper costs and expenses dhall be paid, in addition to the mortgage debt, including oounsel fees and one-half commissions as would have been allowed, had the sale been made.

witness my hand and spak on the day and year above written.

Test--C. H. Eckstein. Samuel Musser (seal)

State of Maryland, Frederick County towit--

I hereby certify that on this 21st day of July A. D. 1910, before me the subscriber, a Justice of the Peace of the State of Maryland, in and for Frederick County, personally appeared Samuel Musser, (a widower) the above and within named mortgagor and acknowledged the above and aforegoing mortgage,